

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)	
)	
Rules and Regulations Implementing)	
Minimum Customer Account Record)	CG Docket No. 02-386
Exchange Obligations on All Local and)	
Interexchange Carriers)	
)	

COMMENTS OF WORKING ASSETS FUNDING SERVICE
dba WORKING ASSETS LONG DISTANCE

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Working Assets Long Distance (“Working Assets”) welcomes this opportunity to comment on the Commission’s questions whether it should adopt mandatory minimum Customer Account Record Exchange (“CARE”) information standards on all local exchange carriers. Working Assets provides local and interexchange services to residential and small business customers primarily by reselling the services of other carriers. As an interexchange carrier, Working Assets depends on CARE information in order to provide its services and bill its customers. Because timely receipt of accurate CARE information at reasonable prices, terms, and conditions is essential for Working Assets to conduct its business, Working Assets urges the Commission to adopt mandatory minimum standards for CARE information, including the proposal of the Joint Petitioners as described more fully in the *Notice of Proposed Rulemaking* (“*NPRM*”), and other terms and conditions described in these Comments.

SUMMARY AND BACKGROUND

The CARE process was developed when the Bell System was broken up in 1984 to facilitate the exchange of customer and operating information between the newly independent long distance companies and the incumbent local exchange carriers. As the Commission notes in

its *NPRM*, the CARE process was a collaborative effort of the telecommunications industry to provide a consistent definition and format for the information exchange between carriers.¹ These standards are voluntary and although the format and definition of the information exchanged between carriers is consistent, there are no standards for the terms and conditions that the local exchange carriers may impose as a condition for providing this information. In fact, these terms and conditions can vary significantly between companies, as some local exchange carriers will not provide CARE information in the absence of a detailed contract between the parties while others provide differing amounts of CARE information without any agreement, application, or explicit cost to the long distance company.

The telecommunications industry has changed significantly since CARE was first developed. In 1984 competition existed only for long distance service. There was no competition for local service and the Modification of Final Judgment² prevented the Bell Operating Companies from providing long distance services. With telecommunications providers divided into two distinct markets, local and long distance that did not compete with each other, the local service providers had no incentive to impose anti-competitive terms and conditions on the CARE information that they provided to the long distance companies. This situation has changed significantly in recent years, however. The Telecommunications Act of 1996³ allowed local exchange competition immediately upon its enactment and, in the longer

¹ *Rules and Regulations Implementing Minimum Customer Account Record Exchange Obligations on All Local and Interexchange Carriers*, Notice of Proposed Rule Making, CG Docket No. 02-386, ¶ 3 (Mar. 25, 2004) (“*NPRM*”).

² *United States v. AT&T Co.*, 552 F. Supp. 131 (D.D.C. 1982), *aff’d sub nom.*, *Maryland v. United States*, 460 U.S. 1001 (1983).

³³ Pub. L. No. 104-104, 110 Stat. 56 (1996), codified at 47 U.S.C. § 152 *et seq.*

term, allowed those Bell Operating Companies that satisfied the requirements set forth in Section 271 to enter the long distance market.⁴

Beginning in the late 1990s the Commission began approving the Section 271 applications submitted by the Bell Operating Companies. To date all of the Section 271 applications submitted have been approved so that all incumbent local exchange carriers are now permitted by the Commission to provide competitive long distance services. Furthermore, because of local competition there may be multiple local exchange carriers in each geographic area. The result is a current marketplace consisting of multiple carriers, many providing both local and long distance services in competition with each other.

While the structure of the telecommunications markets and the nature of competition between the participants has changed dramatically in recent years, the providers of and the structure of the CARE information have remained the same. That is, local exchange carriers continue to be the long distance companies' only source of essential CARE information. Not surprisingly, a number of local exchange companies have, in recent years, imposed new or additional charges for CARE information for which they previously had not imposed an explicit charge⁵ and have imposed terms and conditions on the receipt of CARE information that are anticompetitive. In the absence of regulatory oversight the local exchange carriers can, and in Working Assets experience have, improperly used their unilateral control of CARE information to disadvantage their competitors. In this new competitive situation the Commission must clarify the obligations companies have regarding the provision and receipt of CARE information. The

⁴ 47 U.S.C. §271 allows those Bell Operating Companies that have demonstrated that they have satisfactorily opened their local market to competition to enter the long distance market.

⁵ Although some of the incumbent carriers did not charge directly for CARE for information, Working Assets understands that the costs associated with CARE information may have been recovered as part of another access charge rate element.

Joint Petitioners' proposal for mandatory minimum CARE obligations⁶ is a significant step in the right direction. Accordingly, Working Assets urges the Commission to adopt the Transaction Code Status Indicators ("TCSIs") recommended by the Joint Petitioners as Minimum CARE standard ("the *NPRM TCSIs*"), plus those few additional TCSIs identified by SBC as "Basic" that are not included in the Joint Petitioner's proposal, as "default" TCSIs that should be available to all long distance companies at charges, if any, that reflect the actual costs of providing the information and subject to fair and reasonable terms and conditions. Working Assets also urges the Commission to adopt certain minimum terms and conditions as "preferred outcomes" for any contract to receive CARE services.

I. THE PROVISION OF CARE INFORMATION HAS CHANGED AS COMPETITION HAS INCREASED

CARE allows local exchange and long distance carriers to exchange the information necessary to establish and maintain customer accounts, confirm customer orders for long distance service, and transfer a customer from one long distance carrier to another. It is necessary when a customer subscribes to a long distance service provider by contacting his or her local exchange carrier, so that the local exchange carrier will provide the long distance company with the customer's identity, telephone number, and billing information and inform the long distance company that its customer has been installed successfully at the local exchange switch. Without this information long distance carriers cannot install and maintain accurate customer data bases or correctly bill their customers. CARE information also is needed when a customer cancels its long distance service. When a long distance company does not receive disconnect CARE information from the local exchange company it does not know to remove that

⁶ *NPRM* ¶ 11.

customer from its data bases and the customer may continue to receive bills for fixed monthly charges even though it has switched to another long distance provider.

CARE information also is necessary when the customer deals directly with its chosen long distance company rather than through the local exchange carrier, as the long distance company needs to know the identity of the customer's local exchange company in order to provide it with the information necessary to insure that the customer's long distance calls will be routed to the correct long distance company. Accordingly, adequate, accurate, and timely CARE information is absolutely essential for a long distance carrier to conduct its business.

Working Assets provides telecommunications services throughout the continental United States. Although the majority of Working Assets customers are located in the service territories of SBC, Verizon, and Qwest, Working Assets depends on many local exchange carriers for CARE information. For purposes of these comments Working Assets will describe SBC's CARE practices and Working Assets experiences attempting to obtain accurate and timely CARE information from SBC at reasonable terms and conditions, as these experiences clearly demonstrate the need for mandatory minimum requirements. There are no standard practices across local exchange carriers for the provision of CARE information, however. Some local exchange carriers require contract or "applications," others don't; some impose fees for the information and others don't. Working Assets is not, in these comments, advocating a standard practice for all carriers, only minimum standards.

A. "Default" CARE

SBC offers three levels of CARE, "Default," "Basic," and "Enhanced." Default CARE is provided to any long distance carrier that offers service in SBC's serving area, for no charge and without an agreement. Default CARE provides TCSIs only for Primary Interexchange Carrier

(“PIC”) rejects and disputes.⁷ The reject TCSIs inform the long distance carrier when the local exchange carrier has rejected a new customer submitted by the long distance company. There are a number of reasons why a customer may be rejected; it may have a PIC freeze in place, it may be a CLEC rather than an SBC customer, the telephone number may be invalid, or other reasons. The Default TCSIs do not provide the reason for a rejection, only the fact that the rejection has occurred. Similarly, the dispute TCSIs inform the long distance carrier that the customer has initiated a PIC change to move to another long distance company because of a slamming dispute with the current long distance company but does not provide any additional information about the dispute.

Default CARE, while providing some information, omits most of the information that is necessary for a long distance company to operate or resolve problems when they arise. Most importantly, it does not inform the long distance carrier when a customer has ordered or disconnected its service through the local exchange carrier. The absence of this information prevents the long distance from installing the customer in its accounting systems, resulting in inaccurate billing when the customer uses the long distance carrier’s service, and continued billing after the customer has disconnected. For these reasons, Default CARE is not sufficient and long distance companies must purchase additional information.

B. “Basic” CARE

SBC’s Basic CARE includes generic TCSIs with the exception of dispute and reconciliation TCSIs.⁸ SBC’s Basic CARE includes the following generic TCSIs:

- Response to long distance carrier PIC change requests – 2004, 2015

⁷ Pacific Bell Accessible Letter dated May 17, 2000 and attached to these Comments as Attachment 1. The reject TCSIs provided with Default CARE are 21XX and 31XX, the dispute TCSIs are 2011, 2023, 2218, and 2229. Attachment 1 at 3.

⁸ Attachment 1 at 3.

- Pending notification of received requests – 28XX
- Business Office changes – 2003, 2201
- PIC Dispute – 2011, 2023, 2218, 2229
- Reconciliation TCSIs – 2019, 2024, 2227, 2232

Unlike Default CARE, long distance companies must pay for the Basic CARE TCSIs and a contract, unilaterally drafted by SBC and not subject to negotiation, is required before Basic CARE information will be provided. Despite the additional information, however, SBC's Basic CARE information still is not adequate for Working Assets or other long distance companies to properly conduct their business. Basic and Default CARE do not provide a long distance carrier with adequate customer installation information, such as customer name and address and the service or services the customer has ordered, when the customer subscribes to long distance service via the local exchange carrier. Aside from the obvious problem of lacking fundamental information about its customers, for a switchless reseller like Working Assets the absence of this information can cause a customer to believe that it has been "slammed" by Working Assets underlying wholesale telecommunications provider. That is because in certain situations⁹ the local exchange carrier may not pass the Carrier Identification Parameter ("CIP") which contains the Carrier Identification Code for Working Assets. Accordingly, in the absence of both a CIP and the customer installation information (which, if Working Assets had received as part of the CARE information, it would provide to the underlying wholesale carrier), Working Assets' underlying carrier will not be able to identify the caller's true carrier and may bill the customer at

⁹ Typically when the switch serving the customer is older and does not have the capability to include certain information with the call.

high “casual user” rates. The customer does not know why it is not being billed by its chosen long distance and, from the customer’s perspective, believes that he or she has been “slammed.”

Basic CARE also does not notify the long distance carrier when an order it has submitted to the local exchange company cannot be processed, either because of an error in the information provided by the long distance company or a PIC freeze on the potential customer’s account.

Again there is customer confusion and incorrect billing as the long distance company is not aware that the customer’s request cannot be implemented and the customer is not told why. Nor does Basic CARE notify the long distance carrier when a customer leaves its service and moves to another provider. As noted earlier, the lack of this information often results in a long distance company continuing to bill the customer for monthly recurring charges after it has disconnected its service. All of this information is essential for a long distance company to maintain accurate billing and service for its customers, yet is not included in the SBC “Basic” service package.

C. Enhanced CARE

In order to obtain CARE information of sufficient detail to accurately install and invoice customers and maintain accurate customer records, Working Assets must purchase “Enhanced” CARE from SBC. The TCSIs provided with Enhanced CARE are listed in Attachment 1 to these comments.¹⁰ SBC’s Enhanced CARE includes a number of TCSIs that Working Assets does not use but, in order to receive those are that are essential and not available with either Default or Basic CARE, Working Assets must order and pay for the entire “Enhanced” package of services.¹¹

¹⁰ Attachment 1 at 7.

¹¹ This is not true for all carriers, as some other local exchange carriers do allow the long distance companies to order only those TCSIs that they need.

Initially SBC provided CARE information at no charge and without an agreement. SBC also did not distinguish between Basic and Enhanced CARE. Rather, a long distance company would provide the local exchange companies with certain basic information that was dictated by the Ordering and Billing Forum, and the local exchange company would provide the CARE information. Beginning in mid-2000, however, SBC instituted a new policy that resulted in charges for TCSIs that it previously provided for no explicit charge and required a long distance company to expressly “subscribe” to CARE by executing an agreement. Non-subscription to CARE resulted in receiving only the Default CARE TCSIs.¹² Although requiring a contract is not in and of itself anti-competitive, SBC has been able to leverage its position as the dominant local exchange carrier and sole provider of CARE information for its customers and demand terms and conditions that are unreasonable, as described in more detail below.

D. Local Exchange Carriers Have Changed How They Provide CARE As They Obtained the Ability to Compete with Long Distance Companies.

Beginning in 2000, SBC and some other local exchange carriers that provide CARE information to Working Assets changed their procedures for offering CARE. Most notably, SBC now requires that a long distance company sign a contract before it can receive Basic or Enhanced CARE and imposes charges for TCSIs that had been provided at no explicit charge. Although SBC has described its CARE contracts as “agreements” nothing about these documents reflects the “meeting of the minds” one would expect of a contract freely negotiated between two parties with equal bargaining power. Rather, SBC’s Enhanced CARE Agreement contains anti-competitive terms and conditions that can only occur when one of the parties has significantly greater bargaining power than the other. These terms and conditions jeopardize a long distance

¹² Attachment 1 at 1.

company's ability to obtain CARE information on a consistent basis, thereby materially interfering with Working Assets' ability to perform some of the most basic functions of its business.

It has been Working Assets' experience that SBC is unwilling to negotiate a contract for CARE services. Rather, the agreement presented by SBC is not subject to modification, the long distance company must sign it "as is" or be denied the CARE information it requires to operate. Working Assets has on at least one occasion been forced to receive only Default CARE because SBC has refused to even consider proposed changes to the standard form agreement, delaying execution of a new agreement until after the existing agreement had expired, even though Working Assets had continued to pay the Enhanced CARE monthly charge.

SBC's standard form agreement contains a number of terms and conditions that demonstrate its market power over CARE information. For example, SBC may suspend CARE information with no notice if SBC, in its sole opinion, determines that Working Assets is in breach of *any* agreement between the parties; not only the CARE agreement, but any other agreement that may exist between the parties, and it may suspend the agreement without cause on only sixty days notice.¹³ In addition, SBC refuses to even consider any type of dispute resolution language that would apply when the companies disagree and SBC is threatening to exercise its overly broad termination rights. These terms would not be as onerous if CARE was available from other provider. It is not, however. The local exchange companies are the only source of CARE information for their customers. The growth of local competition has not changed this. Even though there are competing local carriers, each individual local exchange company is the only source of CARE information for its customers. If the local exchange

¹³ See Attachment 2, the SBC California – Enhanced CARE Agreement at 4 and 6.

company does not provide the information or provide it under reasonable terms and conditions, the long distance companies have no alternative provider.

It is not coincidental that these anticompetitive terms and conditions appeared just as the local exchange companies were obtaining their Section 271 authorizations from this Commission to provide competitive long distance services. Now that SBC and others are able to compete directly with the long distance companies they have the incentive and the ability to restrict the availability of CARE information and impose anticompetitive terms and conditions. In light of the fact that a number of local exchange companies have chosen to leverage their market power over CARE information, to the detriment of the long distance companies that depend upon this information, this Commission should establish minimum CARE standards that apply to all local exchange companies.

II. THE COMMISSION SHOULD DEFINE “DEFAULT” CARE TO BE THE *NPRM TCSIS*

Default CARE should include those TCSIs that are essential to the operations of a long distance carrier. As indicated in the NPRM, CARE information should allow a long distance carrier to be able to do the following:

- Submit a Preferred Interexchange Carrier Order on behalf of the customer to the correct local exchange carrier;
- Know when a local exchange carrier has put a customer on the long distance company’s network;
- Know when a local exchange carrier has removed a customer from the long distance company’s network;
- Receive updated customer account information;
- Respond to a request for billing information for “casual callers;”
- Know when and why a local exchange carrier has suspended or disconnected a customer; and

- Receive notification when an order is rejected or failures, with the reasons why.¹⁴

To accomplish these goals, the Joint Commenters have recommended that the Commission adopt a subset of existing TCSIs as the minimum CARE standard.¹⁵ Working Assets supports this recommendation and urges that the Commission adopt those TCSIs identified in the NPRM as the minimum “Default” TCSIs that are available to all long distance companies without a contract and at a price that reflects the cost of providing the information. Working Assets also recommends that this newly defined “default” level of CARE include those TCSIs that are now included in SBC’s Basic package. Including the SBC Basic CARE TCSIs will insure that certain essential information about carrier disputes will be readily available to the long distance company.¹⁶

The resulting mandatory minimum TCSIs will include some TCSIs that are now described by SBC as “Enhanced” – this is appropriate because these TCSIs are essential for the long distance companies to properly conduct their business, nothing about this information is in any sense “enhanced.” Rather, the mandatory minimum TCSIs provide information that is just that, the minimum needed to accurately provide long distance service.

III. THE COMMISSION SHOULD MANDATE MINIMUM CONTRACT STANDARDS FOR CARE INFORMATION TO PROTECT AGAINST THE LOCAL EXCHANGE CARRIERS’ LEVERAGING THEIR BARGAINING POWER.

As noted above, SBC refuses to negotiate the terms and conditions of its CARE contracts. Rather, its contracts for CARE information are “take it or leave” agreements – its refuses to consider any suggested modification, no matter what the purpose or how reasonable. As a result,

¹⁴ NPRM ¶11.

¹⁵ *Id.*

¹⁶ The Joint Petitioner’s proposed TCSIs include all of the TCSIs included in SBC’s “Basic” CARE package with the exception of a few dispute TCSIs.

any long distance company, particularly small companies such as Working Assets that lack the financial leverage that larger long distance companies may have to demand more equal terms, have no alternative but to enter into contracts of adhesion. The local exchange companies are able to engage in this anticompetitive behavior because they are the sole source of the CARE information that long distance companies need to operate. Moreover, any additional cost or operational difficulty that the local exchange companies can impose works to their competitive advantage as it interferes with the long distance companies' relationship with their customers and ability to provide service.

In order to avoid such anticompetitive results, the Commission should adopt certain "preferred outcomes" for CARE contract terms and conditions. These preferred outcomes would be the minimum level of protection provided by a CARE agreement and would be enforced by this Commission. While parties would be free to negotiate any contract terms and conditions consistent with their business plans, they would be assured of a minimum level of protection that would be enforced by the Commission.

Based on Working Assets' experience, these preferred outcomes must include:

(1) a requirement that a CARE contract can be terminated or suspended only in the event of a material breach of the agreement and that the breaching party be provided a reasonable period of time, not less than fifteen days, to cure to the breach;

(2) a procedure for dispute resolution that allows for the parties to resolve their dispute by escalating it up through management within the parties and affords both parties the right to be heard by a neutral third party in the event that the dispute cannot be resolved internally;

(3) a prohibition on tying termination, other remedies, and offsets to disputes related to any other agreements between the parties;

(4) a requirement that pricing for enhanced CARE information be “just and reasonable” and that the burden of proof for demonstrating that a price is just and reasonable lies with the provider of the CARE information;

(5) a requirement that all charges for CARE be explicit and not embedded in the charges for other services; and

(6) performance measures to ensure that CARE information is accurate and provided in a timely manner and that include adequate remedies in the event that the performance measures are not met.

The Commission has in the past adopted regulations intended to equalize the bargaining power of one party where the other party can leverage its market position to the detriment of its competitors and customers. For example, in its *ISP Remand Order*, the Commission imposed certain contract requirements on the incumbent carriers that limited their ability to impose the “ISP-plan” approved by the Commission on competitive local exchange carriers via terms contained in negotiated interconnection agreements “[b]ecause we are concerned about the superior bargaining power of the incumbent local exchange carriers.”¹⁷ Instead, the Commission required the incumbent carriers to apply the “ISP-plan” to all traffic it exchange with the competitive carriers and not only in those situations where it would be financially beneficial for them to do so. Working Assets’ proposal to include preferred outcomes for contract terms and conditions is consistent with this well established policy, in that it attempts to equalize the

¹⁷ *Implementation of the Local Competition Provisions of the Communications Act of 1996*, Order on Remand and Report and Order, 16 FCC Rcd 9151, 9193 (2001).

bargaining power of two parties where one, because of its position as the only provider of the CARE information, can leverage its position to its competitive advantage.

IV. RESPONSES TO SELECTED QUESTIONS ASKED BY THE COMMISSION

Finally, the Commission has asked responding parties to consider a number of additional questions. Working Assets responds as follows.

Should the Commission impose mandatory minimum CARE obligations on all local and interexchange carriers?

Yes, for the reasons described above, the Commission should adopt mandatory minimum obligations. Failure to do so will allow the local exchange carriers to leverage their monopoly control of CARE information to the detriment of their direct competitors, the long distance companies. In particular, small long distance companies such as Working Assets who do not have the negotiating power of the larger competitors are especially in need of minimum standards.

Should the Commission adopt “reasonable” performance measures for any minimum CARE standards that are adopted?

Yes, this will ensure that the information received is reliable, accurate, and timely. In addition, it will minimize the number of disputes between the companies by establishing clear guidelines for what practices are acceptable and what are not.

Would federally mandated minimum CARE obligations for all carriers restrict the evolution of CARE standards?

No, rather, mandatory minimums would encourage improvements to CARE by minimizing the local exchange companies’ anti-competitive incentives to not provide accurate and timely information under fair and reasonable terms and conditions. In the absence of this incentive, and as more local exchange carriers increasingly become recipients as well as

providers of CARE information, if and when they expand their long distance services to geographic areas beyond their local exchange area, it will be in their own best interests to improve the quality of the CARE information they provide.

CONCLUSION

For the reasons set forth above, Working Assets urges the Commission to adopt the TCSIs as proposed by the Joint Commenters as the “default” level of CARE information to be provided at no cost and without a contract. To the extent that a long distance company requires CARE information in addition to this minimum mandatory level, local exchange carriers may require a separate contract and charge for that information. In the event that a contract is necessary, it too should be subject to the minimum requirements of the “preferred outcomes” proposed in these comments and the charges must be just and reasonable.

Respectfully submitted,

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I, Theresa Rollins, do hereby certify that I have on this 3rd day of June, 2004, had copies of the foregoing **COMMENTS** delivered to the following via electronic mail or First Class Mail (as indicated):

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